IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.1293 OF 2004

IN

NOTICE OF MOTION NO.2833 OF 2001

IN

SUIT NO.3938 OF 2001

Jamuna Darshan Co-op. Hsg.
Society Ltd. & Others. ... Plaintiffs.

vs.

J.M.C. & Meghani Builders. ... Defendant.

Ms.Sukeshi Bhandari, for Plaintiffs.

Mr.K.M.John i/b. Ajay Panicker, for Defendant.

CORAM: D.K.DESHMUKH,J.

DATED: 4th March, 2005.

P.C.:-

1. Heard learned counsel for both the sides. It appears that because of the mistake of the advocate, the

defendant could not remain present before the Court. The defendant also expressed willingness to pay a cost to the plaintiff. In my opinion, therefore, following order would meet the ends of justice:-

2. Notice of Motion is granted in terms of prayer clause (a). It is further directed that during the pendency of Notice of Motion no.2833 of 2001, ad-interim order in terms of prayer clause (b) and (e) shall operate, with liberty to defendant to apply for modification of the order.

3. The defendant to pay as and by way of costs of this notice of motion, the amount of Rs.10,000/- to the plaintiff. The payment of costs is condition precedent. Notice of Motion is disposed of.

4.3.2005 ---